IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE CIVIL JURISDICTION

WRIT PETITION NO.3449 OF 2005

Maharashtra Labour Union).. Petitioner

Versus

Primlaks Waffles Pvt. Ltd.).. Respondent

Mr.N.A.Kulkarni for the Petitioner.

Mr.K.M.Naik for the Respondent.

CORAM: SMT.NISHITA MHATRE, J.

DATED: 21ST JULY 2005

P.C.:

. This Petition is directed against the order dated 1st January 2005 passed by the Industrial Court, Pune in Complaint (ULP) No.406 of 2002 holding that the workmen represented by the Petitioner Union were not entitled to the benefits of the Settlement dated 9th May 2001. According to the workmen, they were retrenched from service after folloing the process of law. Thereafter, in complaince with Section 25H of the Industrial Disputes Act, 1947, the workmen were re-employed in service. The workmen, therefore, contend that they are entitled to the same service conditions that they enjoyed prior to their retrenchment. There is no dispute that the service conditions prevalent in the Company were governed by the Settlement dated 9th May 2001. The judgment in the case of *Indian Hume Pipe Company Ltd.* vs. *Labour Court,*

Andhra Pradesh and others, **1963 I LLJ 770**, is sought to be relied on by the Petitioner. The Division Bench of this Court in the case of *Indian Hume Pipe Company Ltd.* vs. *Bhimrao Baliram Gajbhiya*, **1965 II LLJ 402**, has taken a contrary view. This Court has held that while Section 25H provides for preference to retrenched workmen in securing employment, it does not provide for re-employment on the same terms and conditions as before. The Industrial Court has rightly, therefore, rejected the Complaint by following the judgment of this Court in *Indian Hume Pipe* (supra).

2. Mr.Kulkarni appearing for the Petitioner sought to contend that the workmen are being paid mininimum wages while others in service are being paid higher wages under the Settlement of 9th May 2001 which governs the service conditions of the employees. A perusal of Clause A of the Settlement shows that it is applicable to those employees who were on the rolls of the Company on 1st April 2000 as permanent daily rated workmen. Those who have been employed after 1st April 2000, during the pendency of the Settlement are entitled to only some benefits. Admittedly, the workmen were re-employed in 2002. In such circumstances, the contention of the Petitioner that the Settlement would be binding and the service conditions of the employees represented by the Petitioner would also be governed by the Settlement of

9th May 2001 cannot be accepted.

3. The learned Advocate then submits that there would be two sets of service conditions prevailing in the Respondent Company, which is illegal. The Complaint filed under Item 9 of Schedule IV is only in respect of non-payment of wages which the employees were receiving prior to their termination from service. The scope of the Complaint cannot be widened in a Writ Petition. If the employees have any grievance regarding disparity in the service conditions, they are always free to take recourse to law. Writ Petition rejected.